Developer Hardware Purchase Program Contract

Because you have been chosen as an Apple Certified Developer, and intend to develop an Apple compatible product for commercial sale within 24 months, you are entitled to purchase a limited amount of Apple development equipment at a substantial discount. Below are the guidelines and terms and conditions of the Apple Hardware Purchase Program.

Please read through carefully, **sign and return this contract immediately**. Please make sure you keep a copy for your records.

Limits

As a Certified Developer you are entitled to purchase a maximum of twenty computer systems per product family based on each calendar year. This means you can purchase a total of 20 Macintosh computers (any combination of Macintosh SE, Macintosh II, etc.) and 20 Apple II computers (Apple IIc, IIGS, etc.) We ask that you carefully plan your equipment needs for the calendar year. All equipment purchased through the Apple Certified Developer program must be used for product development purposes. As an Apple Certified Developer you are subject to and bound by the terms and conditions of the Apple Certified Developer Order Form, as well as this agreement.

Order Form/Pricing

Price lists are sent out on a monthly basis to the Certified contact person. Order forms are periodically sent out in our monthly mailings. If you should run out of order forms and need additional forms, please call the Developer Programs hotline at (408) 973-4897. Each order must be placed on an Apple Certified Developer Order Form. We do not accept copies of order forms, company purchase orders, or any other type of order form.

Order Processing

Developer orders are processed through two Regional Support Centers; one in Sunnyvale, CA and another in Charlotte, NC. Please send all completed orders directly to your designated Support Center. To determine what support center is responsible for your order processing, please refer to a Developer Services Order Form. Questions that are directly related to your order should be directed to the Support Center. We ask that you wait at least four to six weeks before calling for the status of an order.

Terms and Conditions

1) Standard terms of sale offered are payment attached, credit terms with Apple, and the Apple Credit Card. For payment attached orders, please attach a cashier's check or money order, payable to Apple Computer, Inc. Company or personal checks will not be accepted. For credit information, please refer to the Developer Services Ordering Information cover sheet. Mixed cash and credit payments cannot be accepted.

2) Applicable local sales tax must be added to all orders. If tax exempt, attach a copy of your exemption certificate to each order. Resale certificates cannot be accepted.

3) All shipments will be Best Way or Air Express F.O.B. Apple's shipping location.

4) Apple will endeavor to ship items within four to six weeks after accepting your order. Apple cannot, however, guarantee shipment within this time period.

5) Each order must be for a minimum of $300.00 unless noted on the Developer Price List. Once an order has been placed, absolutely no additions or changes will be accepted.

6) A maximum of 20 systems from each family type may be ordered per calendar year. Systems are offered at the price set forth on the current Developer Services Price List.

7) The Certified Developer agrees not to resell or otherwise transfer any items purchased for a period of at least one year from the date of shipment, and agrees that all equipment ordered under the Developer Hardware Purchase Program will be used only for the purpose of developing software and/or hardware products that will be sold for use on Apple products. Apple will not accept orders through leasing companies.

8) Certified Developers agree to contact Apple Software Licensing before distributing any products that incorporate Apple proprietary software, and to comply with all applicable licensing requirements.

9) All Certified Developers who order Apple development systems do so with the understanding that Apple may include their names in promotional mailings as being among those who are developing third-party products for Apple systems. Apple will not include any information about the types of products you are developing without your express consent.

10) In no event shall Apple be liable for incidental, consequential, indirect, or special damages, including without limitation, lost business profits or revenue.

11) This agreement and the purchase made hereunder shall be subject to, and construed in accordance with, the laws of the State of California, excluding that portion of that law concerning choice and conflict of laws.

12) The agreement constitutes the entire agreement between the parties to the subject matter hereof and the purchases made hereunder. Any other written or oral agreements between the parties, or modifications to this agreement (including any of the terms of any purchase order or other document submitted by the Certified Developer), shall be of no force or effect as regards the subject hereof unless incorporated herein by a writing signed by authorized representatives of both parties specifically referencing this paragraph. In the event any portion of this agreement should be determined to be void or invalid for any reason, its remaining terms shall be interpreted so as to reflect the basic intentions and objectives of the parties.

13) Returns will not be accepted without prior authorization from your Regional Support Center. You will be charged a 15% restocking fee for equipment that has been ordered incorrectly.

At any time Apple has the right to revoke your status as a Certified Developer with or without cause.

Certified Company Name Point Foundation / whole Earth Review

Certified Developer Signature Kevin Kelly Date 2/9/88

REV 1/20/88

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CCF-
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